



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Karthikeyan Ramasamy et al. Examiner: Not yet assigned
Serial No.: 09/449,085 Group Art Unit: 2771
Filed: November 24, 1999 Docket: 8343
Title: QUERY MONITOR PLAYBACK MECHANISM FOR POST-MORTEM
PERFORMANCE ANALYSIS

CERTIFICATE OF MAILING UNDER 37 CFR 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on May 4, 2000.

By: 

Name: Victor G. Cooper

DECLARATION OF VICTOR G. COOPER

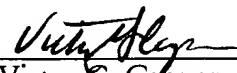
I, Victor G. Cooper, hereby declare as follows:

- (1) I am an attorney for Gates & Cooper, a law firm which represents the assignee of the above-entitled patent application, the NCR Corporation (hereinafter "NCR").
- (2) Mr. Jun Li was employed at NCR during the conception of the subject matter of the present application. Subsequently to this conception but prior to the filing of the above-entitled application, Mr. Li left his employment at NCR. Mr. Li's employment contract requires Mr. Li to execute documents relating to inventions made while employed at NCR. A copy of this employment contract is attached hereto as Exhibit 1.
- (3) According to NCR's records, the last known address of Mr. Li is 1726 Van Hise Avenue, # 3, Madison, Wisconsin 53705. He is no longer at this address, and has left no forwarding address.
- (4) Mr. Li's co-inventors have indicated to me that they are not aware of Mr. Li's current address, telephone number, or e-mail address.

(6) I attempted to find Mr. Li, using a Yahoo™ and Excite™ Internet search, and was unsuccessful.

All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true; and further these statements were made with the knowledge that willful false statements and the like so made are punishable by a fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: May 4, 2000

By 
Victor G. Cooper
Reg. No.: 39,641



INVENTION AND SECRECY AGREEMENT

NCR hereby agrees to employ

Full Name: John L2

to work in its United States NCR Corporation upon the terms stated herein and the following conditions:

In part consideration for wages or salary now or hereafter paid to me by NCR Corporation, I agree to disclose and to assign to said Company or its successors or assigns all rights, title, and interest in any and all inventions or ideas, whether patentable or not, which I may solely or jointly make or conceive during the term of employment by said Company, which inventions or ideas relate to the business, research, development, or other activities of the Company, or to any field of work assigned to me by said Company. I agree to sign any papers and do any acts which may be necessary to secure to said inventions or ideas, including patents in the United States and any foreign countries.

I further agree that all information not already available to the public which I may acquire during the term of my employment respecting the Company's inventions, designs, methods, systems, developments, trade secrets, or any private or confidential matters of the Company shall at all times during the term of my employment, and thereafter, be regarded by me as strictly confidential and shall not be directly or indirectly disclosed by me to anyone not in the employ of the Company without the Company's prior written permission.

I further agree that I shall not, without prior written consent of the Company, during the term of my employment and thereafter, for any reason whatsoever, directly or indirectly use, cause to be used, aid another in using, or in any manner authorize the use of any proprietary information or knowledge which I may acquire during the term of my employment respecting such inventions, designs, methods, systems, developments, trade secrets, or other private or confidential matters of the Company, until such information or knowledge becomes generally available to the public.

I further agree that upon termination of my employment, I will surrender to said Company all notebooks, designs, drawings, blueprints, writings, and other documents (including all copies) which I may then possess or have under my control, which relate in any way to the business, research, development, sales, sales promotions, marketing, or other activities of said Company.

I further agree that this agreement shall be binding upon my heirs, legal representatives and assigns.

To the best of my knowledge and belief, I am not under any legal obligation in conflict with any of the above terms and/or conditions, except as noted herein below.

I ACCEPT EMPLOYMENT ON THE ABOVE TERMS AND CONDITIONS.

[Signature]
SIGNATURE

[Signature]
WITNESS

May 26, 1998
DATE

NCR**New Hire Notice**

In consideration of my employment, and unless otherwise agreed upon in writing, I agree:

1. NCR may change the rate, form and frequency of compensation or terminate my employment without notice. NCR and I hope the employment relationship will be successful and long lasting but I recognize that it is impossible to predict the future or to be assured of permanent job security. I understand that my employment is at will and can be ended by either NCR or myself at any time or for any reason.
2. To the extent permitted by law, NCR may deduct and retain from any compensation due me, at any time, the value of all property of NCR which may be broken, destroyed or lost by my negligence or carelessness and the amount of any indebtedness owed by me to NCR.
3. NCR has rules, and policies which are guides to assist the company. Those rules and policies are not part of this agreement, nor are they legally binding on the company. I understand the company can change those rules and policies whenever they desire, without notice.
4. To make no claim for pay for overtime or work done outside of regular working hours established by NCR unless specifically ordered to do such work and furnished with a pass admitting me to the premises for the purpose of doing such work.
5. To devote my full time and energy toward the performance of the duties and responsibilities assigned to me, which may be changed at any time and from time to time; and to refrain from engaging directly or indirectly any activity or business transaction for myself or for any other person, whether or not for remuneration, direct or indirect, contingent or otherwise adversely affect the proper discharge of my duties with, and responsibilities to NCR.
6. To assign on demand to NCR or its successors, designees, or assigns, any inventions or creations which I may develop or create during my employment, which inventions or creations relate to products, systems, programs, or other developments manufactured or developed or sold by NCR, or to devices, systems, programs, or other developments especially adapted to use as part of an accounting, computing or data processing system or to processes or apparatus peculiarly adapted to the manufacture or use of such machines, devices, or systems, or to improvements or such inventions or creations whenever made by me; and to sign any papers and do any acts which may be deemed necessary or desirable by NCR to secure to NCR, its successors, designees, or assigns, any rights relating to such inventions, creations, and improvements, including patents and copyrights in the United States or any foreign countries.
7. To retain strictly confidential and not to disclose directly or indirectly, nor use or cause to be used, either directly or indirectly, to or by anyone (except customers or potential customers as may be reasonably necessary during my employment), any information not readily available to the general public which I may acquire during my employment regarding customer or NCR's products, services, inventions, programs, designs, methods, systems, developments, trade secrets, operating plans and procedures, or other private or confidential matters pertaining to customers or NCR without NCR's prior written permission.
8. That upon termination of my employment, I will surrender to NCR all notebooks, designs, drawings, blueprints, writings and other documents (including all copies) which I may then possess or have under my control, which relate in any way to the business, research, development, sales, sales promotion, marketing, or other activities of NCR.
9. This document, along with the agreement to arbitrate disputes which I have also received, sets out the terms and conditions of my employment. If there is a conflict between this document and any other document or oral promise, the terms of this document govern.

Employee Signature

May 26, 1978

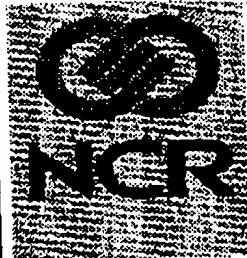
Date

396-15-1366

Social Security Number

NCR

5/26/78
Date



TERMINATION AGREEMENT

Pertaining to NCR Corporation
Confidential and Proprietary Intellectual Property and Information

This is to remind you that during your employment with NCR Corporation you may have had access to and acquired highly sensitive NCR confidential information. This includes proprietary intellectual property and information dealing with or otherwise relating to NCR Corporation.

This is to further advise that you have a continuing legal obligation not to disclose, nor to directly or indirectly aid others in using or disclosing, any of the confidential information (or data proprietary to NCR) to which you had access (have learned) in the course of your employment with NCR.

It is the policy of NCR to respect the confidential information and trade secrets of other companies and similarly to insist upon the same respect for NCR's confidential information.

NCR Corporation

I have read the above and acknowledge my legal obligation to NCR and agree not to disclose NCR proprietary information.

Associate Signature

Witness Signature

NCR Location

MADISON, WI

Aug 4, 1998

Date

Aug 4, 1998

Date